

- (B) \$_____ per month for _____ months, then \$_____ per month for _____ months, then \$_____ per month for _____ months.

(C) A total of \$_____ through _____, then \$_____ per month for _____ months beginning with the payment due in _____, 20_____.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of _____, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
		6 months

3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney **\$1,900.00** in equal monthly payments over **18** months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
		48 months	0.00%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with **6.75%** interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
Westlake Financial	\$18,316.00	60 months	\$21,631.34

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with **6.75%** interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
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(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay **\$2,400.00** of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
IRS	\$1,934.00
MDOR	\$423.00

3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: **\$23,884.53**. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: **\$0.00**. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: **\$0.00**. Debtor guarantees a minimum of **\$0.00** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

- ☐ Any deficiency shall be paid as non-priority unsecured debt.
- ☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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Part 4. OTHER STANDARD PLAN PROVISIONS

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box “included” in Part 1 of this Plan:

5.1

5.2

Part 6. VESTING OF PROPERTY OF THE ESTATE

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

Part 7. CERTIFICATION

The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.

DATE: 6/26/2019 DEBTOR: /s/ Jean-Paul Soto

DATE: 6/26/2019 DEBTOR: /s/ Elizabeth Soto

DATE: 6/26/2019 ATTORNEY: /s/ Jack J. Adams

Jack J Adams #37791MO #37791
Attorney for Debtor(s)
1 Mid Rivers Mall Dr., Suite 200
St. Peters, MO 63376
Ph: 636-397-4744 fax 636-397-3978
Contact@thinkadamslaw.com

CERTIFICATION OF SERVICE

I. I certify that a true and correct copy of the foregoing document was filed electronically on **June 27th, 2019** with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List.

II. I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, address to those parties listed on the Court's Manual Notice List and listed below on **June 27th, 2019**:

Amin Radparvar, MD
PO Box 14099
Belfast, ME 04915

Balance Credit
PO Box 4356
Dept 1557
Houston, TX 77210

BJC Health Care
P.O. Box 958417
Saint Louis, MO 63195-8410

BJC Medical Group
201 BJC St Peters Drive
Saint Peters, MO 63376

Cash Central
6785 Bobcat Way Ste 200
Dublin, OH 43016

Cash Factory
6965 S. Rainbow Blvd.
Las Vegas, NV 89118

Credit Box
1050 E Flamingo
Suite 108
Las Vegas, NV 89119

Day Knight & Assoc.
15559 Manchster Road
Ballwin, MO 63011

Diana Barne
4249 North St. Peters Parkway

Saint Charles, MO 63304

Dr. Feroz Khan
2000 Blue Stone Drive
Saint Charles, MO 63303

E Money USA
800 State Line Road
Ste 350
Leawood, KS 66206

Easy Cash ASAP Inc.
PO Box 11443
Overland Park, KS 66207

First Choice Assets
7954 Transcript #301
Williamsville, NY 14221

First Community Credit Union
PO Box 1030
Chesterfield, MO 63006

Fortiva
PO Box 105555
Atlanta, GA 30348

HRRG
PO Box 8486
Pompano Beach, FL 33075

King of Kash
720 Lakeside Plaza
Lake Saint Louis, MO 63367

Medical Revenue
PO Box 938
Vero Beach, FL 32961

Mercy Clinic East Comm
PO Box 504655
Saint Louis, MO 63150

Mercy East
P.O. Box 505381
Saint Louis, MO 63150

Metro Imaging
PO Box 411515
Saint Louis, MO 63141

Money Key
3422 Old Capital Trail
Wilmington, DE 19808

Montgomery Ward
1112 7th Avenue
Monroe, WI 53566

NPRT0 Midwest
256 West Data Drive
Draper, UT 84020

Pathgroup
PO Box 740858
Cincinnati, OH 45274

Professional Physicians Pain Services
PO Box 22407
Saint Louis, MO 63126

Quest Diagnostic
PO Box 7306
Hollister, MO 65673

Receivable Solutions
PO Box 505023
Saint Louis, MO 63150-5023

Receivable Solutions
PO Box 1984
Southgate, MI 48195

SE Emergency Physicians
PO Box 740023
Cincinnati, OH 45274

Speedy Cash
PO Box 780408
Wichita, KS 67278

Target Cash Now
PO Box 58158
Hays, MT 59527

Verve
PO Box 31292
Tampa, FL 33631

West County Radiological Group Inc.
11475 Olde Cabin Road
Suite 200

Saint Louis, MO 63141

Westlake Financial
137 North Virgil Ave #100
Los Angeles, CA 90004

/s/ **Ryan J. Brown**
Ryan J. Brown, Paralegal